

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 20	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M67386-05-T-5008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANDRE D. VASSEUR				b. TELEPHONE NUMBER (No Collect Calls) (816)843-3705	
9. ISSUED BY MARINE CORPS REGIONAL CONTRACTING OFFICE MARINE CORPS MOBILIZATION COMMAND 15430 ANDREWS ROAD KANSAS CITY MO 64147  TEL: (816)843-3704 FAX: (816)843-3730		CODE M67386		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/ OFFEROR  TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY  CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)							PAGE 2 OF 20
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

NOTICE TO OFFERORSNOTICE AND CAUTION TO OFFERORS  
SOLICITATION CONDITIONS

1. Offerors are cautioned to read and to comply with the Solicitation Provisions. The person signing the proposal should include evidence of their authority to bind the corporation to a contract with the package, if their title does not obviously indicate the position of a corporate officer. This solicitation is unrestricted. NAICS 721110 applies to the solicitation.
2. Offerors are required to propose prices on entire quantities and all Contract Line Items (CLINs). Proposals not complying with this requirement may be rejected as non-responsive. Award will be the results of a single proposal. Alternate proposals will not be considered unless no acceptables are received with proposal requirements.
3. Representation & Certification section must be completed by checking the appropriate boxes and/or filling in the blanks as necessary and be returned with the proposal. Offerors are required to include Tax Identification Numbers(s), Contractor Establishment Code and Cage Code. The offeror is encouraged to submit the data with the proposal. Contractors must be registered in the DOD's Central Contractor Registration system in order to receive the award. Registration is completed at <http://ccr.com>. No E-mail or fax solicitation will be accepted.
4. Offerors should read and become familiar with every price aspect of the proposal. Questions can be forwarded to Andre Vasseur at (816)843-370.
5. Your proposals must be delivered to the United States Marine Corps, 15430 Andrews Road, Building 605, Richards Gebaur, Kansas City, Missouri attention Andre Vasseur by 4:00 pm 4 March 2005.
6. All proposals must be signed and dated!

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Rooms	1	Lot	_____.	_____.
	24th - 26th, June, 2005. 65 hotel rooms for tow consecutive nights				

See Statement of Work below

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Conference Rooms	1	Lot	_____.	_____.
	See Statement of Work below				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Meals	1	Lot	_____.	_____.
	See Statement of Work below				

#### STATEMENT OF WORK HOTEL AND CONFENCE SPACE

The National Committee for Employer Support of the Guard and Reserve (NCESGR) has a requirement for hotel rooms, conference room, smaller conference/break out rooms, and meals for participants in conjunction with the Western Region Conference for the following dates either in **LAS VEGAS, NV** or **RENO, NV** on **24th – 26<sup>th</sup>, June, 2005**. The requirement is based on a need for **65 hotel rooms** are based on (5) attendee's from each of the 11 Committees and 10 attendees from the National Committee. **Total 65 attendees plus possible quests—65 rooms**. Both cities are being considered.

Hotels quoting are to indicate their quoted/best rate that shall be equal to, or “better than” the current authorized federal per diem rate including taxes along with a complete pricing breakdown in their total price quote as indicated below. Current Per Diem rate is: **\$79.00**.

Hotels shall provide their very best room rate quote.

**Evaluation is based upon Best Value.** Evaluation factors. Price is the most important evaluation factor. The other factors considered together are equal to price in overall consideration for award.

#### **REQUIREMENT:**

**Block 65 rooms for two consecutive nights.** ESGR volunteers will make their own reservations against the block of rooms reserved and shall book and pay the hotel directly for their rooms. Members shall book hotel reservations online at the hotels indicated website to be provided with hotel quote. Members shall use their personal credit cards or government travel cards for booking and payment. The Hotel shall maintain a block of rooms and be capable of providing a list of those who have registered in that block to the ESGR coordinator at any time. The coordinator for all ESGR events is Ms. Mary Beth Bemis.

Provide **one (1) large conference room** for **June 24th through 26<sup>th</sup>**, able to comfortably accommodate all 65 attendees that shall be set up with audiovisual, screen and including high-speed internet access including a computer projector with USB port for connection to a Government Furnished laptop PC. Provide **(3) smaller conference**

**rooms** to accommodate 25 persons maximum each (comfortably) in each room, including three with audio visual and screen set up for 25<sup>th</sup> and 26<sup>th</sup> of June.

Hotel shall provide throughout the day of **25 June 2004**, coffee, soda and light snacks for 65 people. Hotels shall be capable of, and shall provide at no charge, a room to accommodate 100 (which includes quests) in a bar/lounge setting and shall have at no cost light snacks available for a “no host social” the evening of June 24th. Additional meals are to be provided in the large conference room area per conference agenda (TBD) and provided by ESGR.

**Other requirements the hotel shall provide or shall capable of providing.**  
**Each Hotel submitting an offer shall “certify” as to what they will provide:**

Free airport shuttle service.

Indicate **(Does or Does NOT)** \_\_\_\_\_ provide this service.

Be within **15-20 minute** drive to airport during normal business hours.

Indicates **(YES or NO)** \_\_\_\_\_ as to being within commute required.

Easy access to/from major interstate (within 2 miles of an interchange providing both entry and exit from the interstate.

Indicate **(YES or NO)** \_\_\_\_\_ as to having easy access.

High-speed internet access in main conference room and smaller conference rooms.

Indicates **(YES or NO)** \_\_\_\_\_ as to capable of providing this service.

Able to receive and ship packages and business mail.

Indicate **(YES or NO)** \_\_\_\_\_ will provide this service.

FAX and PC for Business capability.

Indicate **(YES or NO)** \_\_\_\_\_ will provide this service.

Bar or Lounge area capable of holding 100 people comfortably.

Indicate **(YES or NO)** \_\_\_\_\_ as to providing this space for meeting.

ADA/FEMA compliant.

Indicates **(YES or NO)** \_\_\_\_\_ as to compliance.

Of a size, nature, capacity, capability and operational scale to accommodate not only on 65 persons of ESGR with guests, but all additional customers in a comfortable, safe and secure setting.

Indicate **(YES or NO)** \_\_\_\_\_ as to size, nature, capacity, and accommodations.

Have on-site, security personnel all shifts, surveillance cameras.

Indicate **(YES or NO)** \_\_\_\_\_ as to having this capability.

Neat, clean and secure hotel rooms.

Indicate **(YES or NO)** \_\_\_\_\_ as to guarantee of room cleanliness and safety.

**OTHER DESIRED AMENITIES**

On-site fitness facility

Indicate **(YES or NO)** \_\_\_\_\_ will provide this service.

On-site or easily accessible free parking.

Indicate **(YES or NO)** \_\_\_\_\_ will provide this service.

**MEALS:**

**24th None.** However Hotel must provide (open bar/with lounge area for no host social to accommodate minimum 60-100 people.

**25th Breakfast & Lunch only** (Dinner not to be provided)\*

**26th Breakfast only** (\*Plan on providing up to 5 Kosher meals).

**PRICING**

**TOTAL PRICE** (hotels: include your Cost/Price Breakdown and Total Firm Fixed Price as follows):  
**(Hotel rooms are not included in the quoted price).**

**TOTAL FIRM FIXED PRICE:** \$ \_\_\_\_\_ all inclusive (taxes and other charges)

**PRICING DETAIL:**

It shall be mandatory that all ESGR members stay at the hotel where the conference is held. Members will not be reimbursed if they do not reside at the conference hotel. Hotels should note, that there is an inherent guarantee of all rooms being booked unless an attendee becomes sick, and should consider this when quoting for conference rooms, and audiovisual equipment.

\$ \_\_\_\_\_ **Price for Snacks** (coffee, soda and light snacks) Saturday the 25th.

\$ **NA** **Price for Hotel rooms** for 65 primary attendees.(ESGR members are responsible).  
(Note: provide website or photo of room to be provided)

\$ \_\_\_\_\_ **Price for Meals** including (2) breakfast meals (25th and 26th) and (1) lunch meal (25th), that shall (include tax & gratuity). (Provide sample menu by website or photo. Be prepared to provide up to 5 Kosher meals.

\$ \_\_\_\_\_ **Price for Conference Rooms** including (1) Large Conference room to accommodate all 65 attendees for all three days, and (3) Smaller Conference/Breakout rooms able to accommodate at least 25 persons. (NOTE: *Hotels are encouraged to provide free conference rooms and audiovisual equipment and set up if at least 60% of the rooms are booked three weeks prior to the date of conference.*

\$ \_\_\_\_\_ **Price for set up, audio visual, screen, podium and high speed internet access) in both the large and small conference rooms.** (Place NA, if Audio Visual and set will be provided Free based upon rooms used).

Hotel name and address	
Phone Number	
Normal Hotel Room Rate:	
Per Diem rate (federal):	
Quoted Rate used:	
Name and phone/fax Hotel Marketing Manager	
Email address for Hotel Marketing Manager	
Timeframe quote held open.	
<b>NOTE:</b> When submitting your price quotes, hotels shall provide as an attachment to their pricing, a detail price breakout above showing how you arrived at their above quotes prices. Be sure to include the following information with your quote:	

**EVALUATION FACTORS WILL BE BASED UPON:**

Evaluation is based upon Best Value. **Evaluation factors** are indicated below, and are: Price is the most important evaluation factor. The other factors considered together are equal to price in overall consideration for award.

**PRICE**

Hotel shall be of the size, nature, capacity, capability of any large scale hotel operation similar to that or a large “Marriott” type (industry standard) to accommodate not only on 65 ESGR attendees plus quests, but all additional customers normally handled in a comfortable, safe and secure setting equivalent in nature to a middle to upper grade hotel complex. Standard: Visual. Based on website or photo provided.

Have neat, clean and secure hotel rooms. Standard. (Same as #2)

MEALS. Standard: Visual. Based on sample menu submitted or available at website.

Ability to receive and ship packages and business mail at all times.

Ability to provide FAX capability.

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Hotel offering the same firm fixed price per room whether a guest or spouse resides in addition to the person booking the room.

Free airport shuttle service availability.

Being within 10 minutes drive to airport.

Capability to provide High-speed Internet access in all rooms.

Availability of Bar/Lounge area capable of holding 100 people comfortably for open Bar on evening of June 24th.

Being ADA/FEMA compliant.

Must possess and have large-scale restaurants on-site as well as on-site security personnel, and surveillance cameras.

**SELECTION Criteria:** Evaluation is based upon Best Value. Price is the most important evaluation factor. The other factors considered together are equal to price in overall consideration for award.

#### 52.212-2 -- Evaluation -- Commercial Items.

As prescribed in [12.301\(c\)](#), the Contracting Officer may insert a provision substantially as follows:

Evaluation -- Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

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[Contracting Officer shall insert the significant evaluation factors, such as

(i) technical capability of the item offered to meet the Government requirement;

(ii) price;

(iii) past performance (see FAR [15.304](#));

(iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]

Technical and past performance, when combined, are \_\_\_\_\_ [Contracting Officer state, in accordance with FAR [15.605](#), the relative importance of all other evaluation factors, when combined, when compared to price.]

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

#### FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/index.html>

<http://www.abm.rda.hq.navy.mil/html>

<http://farsite.hill.af.mil/>

(End of clause)

FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Feb 2002)

DFARS 252.243-7001 Pricing of Contract Modifications (Dec 1991)



## 52.212-3 -- Offeror Representations and Certifications -- Commercial Items.

## Offeror Representations and Certifications -- Commercial Items (May 2004)

## (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

\* Sole proprietorship;

- \* Partnership;
- \* Corporate entity (not tax-exempt);
- \* Corporate entity (tax-exempt);
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_.

(5) Common parent.

\* Offeror is not owned or controlled by a common parent:

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is, \* is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \* is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million

501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR [52.219-25](#), Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It / ☐ / is, / ☐ / is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or  
(B) It {time} has, {time} has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It \* has, \* has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It \* has, \* has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or

manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

NAFTA Country or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

Listed End Product    Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

Alternate I (Apr 2002). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address \_\_\_ is, \_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at

<http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

## 252.212-7000 Offeror Representations and Certifications--Commercial Items.

### OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 1995)

(a) Definitions. As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it-

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at [252.247-7024](#), Notification of Transportation of Supplies by Sea.

(End of provision)



252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2004) (Deviation)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Order-Commercial Items (DEVIATION) clause of this contract (FAR 52.212-5) (MAY 2004), the Contractor shall include the terms of the following clauses, if applicable in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

[252.225-7014](#), Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

[252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

[252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).)

(End of clause)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

  X   [52.203-3](#) Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

---- [252.205-7000](#) Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

---- [252.219-7003](#) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

---- [252.219-7004](#) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

-X-- [252.225-7001](#) Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

---- [252.225-7012](#) Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

---- [252.225-7014](#) Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

---- [252.225-7015](#) Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

---- [252.225-7016](#) Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (---- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

---- [252.225-7021](#) Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

---- [252.225-7027](#) Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

---- [252.225-7028](#) Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

---- [252.225-7036](#) Buy American Act-Free Trade Agreement--Balance of Payments Program (JAN 2004) (---- Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

---- [252.225-7038](#) Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

---- [252.226-7001](#) Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

---- [252.227-7015](#) Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

---- [252.227-7037](#) Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

-X- [252.232-7003](#) Electronic Submission of Payment Requests (MAY 2004) (10 U.S.C. 2227).

---- [252.243-7002](#) Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

---- [252.247-7023](#) Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (MAY 2002)(10 U.S.C. 2631).

---- [252.247-7024](#) Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5),

the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

[52.225-7014](#) Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note). (Apr 2003)

[52.247-7023](#) Transportation of Supplies by Sea (10 U.S.C. 2631). [52.247-7024](#) Notification of Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

[52.247-7024](#) Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(End of clause)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.

Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JUN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [52.233-3](#), Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

--(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

--(2) [52.219-3](#), Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

--(3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

--(4)(i) [52.219-5](#), Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

--(ii) Alternate I (MAR 1999) of [52.219-5](#).

--(iii) Alternate II (JUNE 2003) of [52.219-5](#).

--(5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

--(ii) Alternate I (OCT 1995) of [52.219-6](#).

--(iii) Alternate II (MAR 2004) of [52.219-6](#).

--(6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

--(ii) Alternate I (OCT 1995) of [52.219-7](#).

--(iii) Alternate II (MAR 2004) of [52.219-7](#).

--(7) [52.219-8](#), Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

--(8)(i) [52.219-9](#), Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

--(ii) Alternate I (OCT 2001) of [52.219-9](#).

--(iii) Alternate II (OCT 2001) of [52.219-9](#).

--(9) [52.219-14](#), Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

--(10)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

--(ii) Alternate I (JUNE 2003) of [52.219-23](#).

--(11) [52.219-25](#), Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

--(12) [52.219-26](#), Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

--(13) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X-(14) [52.222-3](#), Convict Labor (JUNE 2003) (E.O. 11755).

X-(15) [52.222-19](#), Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

X-(16) [52.222-21](#), Prohibition of Segregated Facilities (FEB 1999).

X-(17) [52.222-26](#), Equal Opportunity (APR 2002) (E.O. 11246).

X-(18) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).



- X-(19) [52.222-36](#), Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X-(20) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (21)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of [52.223-9](#) (42 U.S.C. 6962(i)(2)(C)).
- (22) [52.225-1](#), Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (23)(i) [52.225-3](#), Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- (ii) Alternate I (JAN 2004) of [52.225-3](#).
- (iii) Alternate II (JAN 2004) of [52.225-3](#).
- (24) [52.225-5](#), Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (25) [52.225-13](#), Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (26) [52.225-15](#), Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (27) [52.225-16](#), Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (28) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) [52.232-30](#), Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X-(30) [52.232-33](#), Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (31) [52.232-34](#), Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (32) [52.232-36](#), Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (33) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (34)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- (ii) Alternate I (APR 1984) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- X-(1) [52.222-41](#), Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- X-(2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- X-(3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- X-(4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) [52.222-47](#), SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) [52.219-8](#), Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (April 2002) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) [52.222-41](#), Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 252.232-7003 Electronic Submission of Payment Requests.

Electronic Submission of Payment Requests (JAN 2004)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Workflow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of Clause)

#### INVOICING PROCEDURES ELECTRONIC (USMC May 2004)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil>, within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil>

The USMC WAWF-RA point of contact for this contract is Mr. Andre Vasseur who can be reached at (816) 843-3705 or email: [vasseurad@mcsa.usmc.mil](mailto:vasseurad@mcsa.usmc.mil). The contractor is directed to use the "Combo" or "2-in-1" (Chose the appropriate format based on the following: Combo is used for goods or any combination of goods and services. 2-in-1 is used for services only contracts. In most cases these formats are the appropriate choices and the USMC recommended method. However, particular situations may require different WAWF-RA document types. When entering the invoice into WAWF-RA enter in the following fields these DoDAAC or DoDAAC extensions:

"Issue by DoDAAC" field enter M67386  
"Admin DoDAAC" field enter M67386  
"Payment DoDAAC" field enter M67443  
"Ship to Code/ EXT" field enter in M67386  
"Inspect By DoDAAC/ EXT" fields "Leave blank"  
"LPO DoDAAC/ EXT" fields enter "Leave blank"

In some situations WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin DoDAAC" and "Payment DoDAAC". Contractor shall verify these DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs did not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies). Step by step WAWF-RA invoicing procedures for "Combo" or "2-in-1" are available at USMC paperless site

<http://www.marcorsyscom.usmc.mil/sites/pa/> under "Vendor Interface" section. On the Vendor interface page click on "WAWF-RA" header at the top of the page. Under downloads on the WAWF-RA page that appears click the appropriate document either "Combo" or "2 in 1" to download the instructions. Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

**POC:**

Customer Service Center  
CONUS ONLY 1-866-618-5988  
COMMERCIAL: 801-605-7095  
DSN: 388-7095  
DSN: 388-7453  
FAX Commercial: 801-605-7453  
E-mail: [cswcassig@ogden.disa.mil](mailto:cswcassig@ogden.disa.mil)

The contractor is directed to use the "2 -in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Regional Contracting Office, Midwest Region DODAAC as the DODAAC for the issuing office and the DODAAC shown below for the shipping addresses.

SHIP TO DODAAC:

PERSON TO NOTIFY NAME: Andre S. Vasseur

EMAIL: [andre.vasseur@usmc.mil](mailto:andre.vasseur@usmc.mil)  
TELEPHONE: 816-843-3705